

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

EUGENE YAZZIE and  
PHYLLIS YAZZIE,  
on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

No. 1:14-cv-00555-JAP-SCY

GURLEY MOTOR CO. and  
RED ROCK INVESTMENT CO.,

Defendants.

**Notice of Stipulation to Class Notice**

The parties give notice that in lieu of Defendant filing objections, the parties have conferred and reached agreement on changes to the proposed class notice. Attached as Exhibit A is the stipulated notice. Wherefore, the parties respectfully request that the Court approve the attached proposed class notice.

Respectfully Submitted:

/s/ Nicholas Mattison

Nicholas Mattison

Richard N. Feferman

Feferman & Warren, Attorneys for Plaintiff

300 Central Ave., SW, Suite 2000 West

Albuquerque, NM 87102

(505) 243-7773

/s/Mark D. Jarmie

Mark D Jarmie, Attorney for Defendants

PO Box 26416

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(505)243-6727

**Certificate of Service**

I hereby certify that on November 25, 2015, I filed the foregoing pleading electronically through the Courts's CM/ECF File System, which caused all parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

Mark D Jarmie: [mjarmie@jarmielaw.com](mailto:mjarmie@jarmielaw.com)

/s/ Nicholas Mattison

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**NOTICE OF PENDING CLASS ACTION**

**You have not been sued. This notice tells you about a lawsuit which affects your rights. Please read this notice carefully.**

**I. WHAT THE LAWSUIT IS ABOUT**

Mr. and Mrs. Yazzie filed this class action lawsuit against Gurley Motor Co. and Red Rock Investment Co. Red Rock provides the financing for many people who buy cars from Gurley.

Mr. and Mrs. Yazzie brought this class action on behalf of two groups, or “classes,” of people:

1. **The “Loan Agreement Class”** consists of all people who bought a car from Gurley, which was financed by Red Rock, between June 16, 2013 and June 16, 2014, and whose loan contract included a “deferred down payment.” A “deferred down payment” is a down payment that was not paid to Gurley all at once, on the day that the vehicle was sold.

Mr. and Mrs. Yazzie say that Gurley and Red Rock did not give these people correct information about the cost of their loans. They say that Gurley and Red Rock violated the Truth in Lending Act, by telling people that the “Total of Payments” for these loans was lower than it really was. Gurley and Red Rock say that they did not violate the law and that they acted reasonably.

2. **The “Notification Class”** consists of all people who bought a car from Gurley primarily for personal, family or household use, which was financed by Red Rock, and whose



vehicle was repossessed and sold between June 16, 2010 and June 16, 2014.

Mr. and Mrs. Yazzie say that Red Rock did not send these people all the information required by law before it sold their vehicles. They say that Red Rock violated the Uniform Commercial Code, a New Mexico law. Red Rock says that it did not violate the law and that it acted reasonably.

Mr. and Mrs. Yazzie are seeking money for the people in both classes. They have decided to seek "statutory damages," which is an amount of money that is determined by a formula in the law. Mr. and Mrs. Yazzie have decided not to seek "actual damages," which is the amount of money that each person might recover if he or she could prove that Gurley or Red Rock had caused a specific injury to them. Mr. and Mrs. Yazzie believe that seeking "statutory damages" will result in the recovery of money for class members. They believe that many class members would not be able to prove "actual damages." Because this class action seeks "statutory damages," if you decide to stay in this case, you will not be able to seek any "actual damages" later. Your right to exclude yourself from this class action is discussed in section III below, entitled "Your Options."

On October 30, 2015, United States District Judge James A. Parker issued an order "certifying the classes." He ruled that Mr. and Mrs. Yazzie could represent themselves and other people in this lawsuit. You are one of those people.

In the next phase of the case, the court will make a decision about the legal claims brought by Mr. and Mrs. Yazzie. If the court rules in favor of Mr. and Mrs. Yazzie, it will decide whether Gurley and Red Rock should pay money to the class, and if so, how much.

## **II. WHY WE ARE SENDING YOU THIS NOTICE**

Gurley and Red Rock's records say that you are a member of [the Loan Agreement Class / the Notification Class / both the Loan Agreement and the Notification Classes]. This notice explains the nature of the lawsuit and informs you of your legal rights.

**IN ORDER TO OBTAIN THE BENEFITS OF THIS LAWSUIT, YOU DO NOT HAVE TO DO ANYTHING.** If this notice was forwarded by the Postal Service, or if it was sent to you at an address which is not current, you should immediately send a letter to the lawyer named below, stating your past and current addresses. If you move from this address, you should send notice of your new address again.

If the person to whom this letter was sent has died, please send a letter or email to the same lawyer, explaining who is entitled to the payment, and include any supporting documentation.

The lawyer representing Mr. and Mrs. Yazzie and the classes is Nicholas H. Mattison, Feferman & Warren, 300 Central Ave SW, Suite 2000 West, Albuquerque, NM 87102, (505) 243-7773, [consumer@nmconsumerwarriors.com](mailto:consumer@nmconsumerwarriors.com).

### III. YOUR OPTIONS

You have the choice of staying in the class or excluding yourself.

1. If you remain in the class, you will be bound by the results of the lawsuit, whether Mr. and Mrs. Yazzie win or lose. Mr. and Mrs. Yazzie are trying to recover money for you. This lawsuit should last less than another year.

As a class member, Mr. and Mrs. Yazzie's attorneys will represent you. You will **NOT** need to pay them any money out of your pocket. These attorneys will request that the Court award attorney fees and costs, in addition to the money being paid to the class members. These attorneys are paid only if they obtain money from Gurley or Red Rock at the conclusion of this lawsuit or by a settlement agreement between the parties.

If you want to be a member of the Class but want to hire your own attorney, you may hire your own attorney at your own expense to enter an appearance in the case for you.

**OR**

2. You have the right to exclude yourself from the class action. If you do so, you will not be bound by the judgment and will keep your right to sue Gurley and/or Red Rock. You also will not share in any money awarded by the Court. If you want to exclude yourself from the class, you must file a request for exclusion with Clerk of the Court, United States District Court, 333 Lomas Blvd., NW, Albuquerque, NM 87102. You must send a copy of this request to attorney Mattison at the address above. The Clerk of the Court must receive your request for exclusion on or before [DATE]. Your request should refer to the name and number of the case, which appears at the beginning of this notice.

### IV. OTHER MATTERS

This description of the case is general and does not cover all of the issues and proceedings so far. In order to see the complete file, you should contact the office of the Clerk of Court. The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

If you have questions you should contact attorney Mattison. **DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE.** They are not permitted to answer your questions.